

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15

SANTA FE PROTECTION SERVICES,
INC., and SOC, LLC¹

Joint Employers

and

Case No. 15-RC-8720

INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFPA)

Petitioner

and

UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA INTERNATIONAL
UNION AND ITS LOCAL 401²

Intervenor

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act (Act), a hearing was held before a hearing officer of the National Labor Relations Board (Board) in Fort Rucker, Alabama on July 1, 2010.³ Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

¹ The Employer's name appears as amended at hearing.

² The Intervenor's name appears as amended at hearing.

³ All references to the transcript of this proceeding will be referenced by T. followed by the page number. Exhibits will be referenced to by the first letter of the party's designation followed by the number of the exhibit, and in the case of Board exhibits will be referenced by B. followed by the exhibit number.

As explained more fully below, I find that the Intervenor Union, United Government Security Officers of America and its Local 401, has had an insufficient affiliation with a non-guard Union to violate Section 9(b)(3) of the Act, and therefore should be permitted to appear on the ballot in this election.

I. Preliminary Findings

Based upon the entire record,⁴ I find the following:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The International Union, Security, Police, and Fire Professionals of America (hereinafter SPFPA or the Petitioner) and the United Government Security Officers of America International Union and its Local 401 (hereinafter collectively called UGSOA Local 401 or the Intervenor) attended and presented evidence at the hearing. Santa Fe Protection Services, Inc. and SOC, LLC (hereinafter the Employer) did not attend the hearing but submitted a post-hearing brief.
3. Although the Employer did not attend the hearing, all three parties (the Employer, the Petitioner, and the Intervenor, hereinafter collectively called the Parties) entered into a factual stipulation submitted to the Region for consideration at the hearing.⁵
4. The Parties have stipulated, and I so find, that the Employer has provided services to the United States in excess of \$50,000 and is engaged in commerce within the

⁴ The Employer and Intervenor both filed post-hearing briefs that have been duly considered.

⁵ Exhibit B. 2.

meaning of Sections 2(6) and (7) of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

5. The parties have stipulated, and I so find, the Employer has, since June 1, 2009, employed all full-time and regular part-time security officers at the Fort Rucker, Alabama Army Base (hereinafter Fort Rucker) under the terms of a contract with the Federal Government Department of Defense.
6. The parties have stipulated, and I so find, that the Petitioner and the Intervenor are labor organizations within the meaning of Section 2(5) of the Act.
7. The parties have stipulated, and I so find, that prior to June 2009, CDA, Inc. provided security personnel to Fort Rucker pursuant to a contract with the Department of Army, Mission and Installation Contracting Command.
8. The parties have stipulated, and I so find, that the Intervenor represents certain full-time and regular part-time security officers at Fort Rucker under the terms of a collective bargaining agreement (hereinafter the CBA) between it and CDA, Inc. effective September 20, 2008 through September 30, 2012.⁶
9. The parties have stipulated, and I so find, that in April 2009, Santa Fe Protection Services, Inc. was awarded the contract to provide security personnel at Fort Rucker effective June 1, 2009, and Santa Fe subsequently subcontracted certain obligations under the contract to SOC, LLC.
10. The parties have stipulated, and I so find, that CDA, Inc., Santa Fe Protection Services, Inc., and SOC, LLC. are separate, unaffiliated companies.

⁶ Exhibit B. 2.

11. On June 9, 2009, the Employer entered into a Memorandum of Agreement with UGSOA Local 401 whereby the Employer acknowledged assuming responsibilities as “Successor Employer” for the provision of uniformed guard and security services at Fort Rucker. The Employer made conditional offers of employment to a substantial majority of individuals covered by the CBA.⁷
12. The parties have stipulated, and I so find, that, since it was awarded the contract to provide security services at Fort Rucker, the Employer has treated security personnel at Fort Rucker in accordance with the terms of the CBA and has operated pursuant to same.
13. The Petitioner and Intervenor stipulated at hearing that the correct unit is described as follows:

Included: All full-time and/or regular part-time security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act, as amended, employed by CDA, Inc., or their successors, to provide security services at Fort Rucker Army Base under the terms of any federal government’s Department of Defense contract with the Employer.

Excluded: All office clerical employees, professional employees, supervisors as defined by the Act, and all other employees.

⁷ Exhibit B. 2(B).

14. The Petitioner and Intervenor stipulated that both the Petitioner and Intervenor labor organizations only admit guards to membership.
15. The Petitioner and Intervenor stipulated at hearing that there is no contract bar or other bar in existence that would preclude the processing of the petition.⁸
16. The Petitioner and Intervenor stipulated at hearing that the American Federation of Government Employees Local 1815 (hereinafter AFGE Local 1815) is a labor organization that represents employees at Fort Rucker.
17. The Petitioner and Intervenor stipulated at hearing that AFGE Local 1815 admits non-guard employees as members.

II. Position of the Parties

The Petitioner contends that UGSOA Local 401 should not be allowed to participate in the election as an Intervenor because it has been affiliated with a non-guard union in violation of Section 9(b)(3) of the Act. The Intervenor asserts that it is a guard union, that it has acted lawfully within the scope of 9(b)(3), and therefore it should be allowed to participate in the election.

III. Findings

A. Procedural History

On November 26, 2007, the Petitioner filed an RC petition with the NLRB in Region 15. An election was scheduled for January 4, 2008, but the Intervenor filed a charge

⁸ Although the Employer did not appear at hearing, it submitted a post-hearing brief arguing that the petition should be dismissed due to a contract bar. This issue was not raised at hearing and no evidence was presented on the record regarding this issue. Consequently, the issue of contract bar will not be considered by the Region. See *Laborer's International Union of North America, Local No. 500* 347 NLRB 751, 754 (2006); *Range Systems Engineering Support*, 326 NLRB 1047, 1049 (1998) *United States Postal Service*, 310 NLRB 391, 392 (1993); and *Range Systems Engineering Support*, 326 NLRB 1047, 1049 (1998).

which the Region determined blocked the processing of the Petition. Subsequently, on February 26, 2008, the Petitioner filed a “Motion to Strike Intervenor UGSOA from the Ballot”. On February 28, 2008, the Intervenor filed “UGSOA’s Opposition to SPFPA’s Motion to Strike”. An Amended Petition was filed on December 18, 2009 changing the name of the employer on the Petition from “CDA Inc.” to “Santa Fe Protective Services, Inc./Soc-Smg, Inc., Joint”.

B. Relevant Facts

The bulk of the evidence at hearing consisted of the testimony of Jule Emerson Garrison and related to his involvement with UGSOA Local 401 while he was the President of AFGE Local 1815 at Fort Rucker. Where Garrison’s testimony and any supporting documentary evidence is uncontroverted in the record, it will be stated as fact.

1. Jule Garrison’s Role in the AFGE

Jule Emerson Garrison has worked as an air traffic assistant at Cairns Army Airfield, Fort Rucker, Alabama since 1989. He has been a member of AFGE Local 1815 since 1996, and has been President of that local since 1998. At Fort Rucker, AFGE Local 1815 represents all of the employees at the United States Army Aviation Center of Excellence, the United States Army Technical Test Center, the Lyster Army Health Clinic, the United States Army Air Traffic Services Command, the United States Army Depot Command, the United States Army Aviation Command Logistics Center, and the United States Army Installation Management Command. Since his election to the office of President of AFGE Local 1815 in 1998, Garrison has been employed in that role for 100% of his working time, and his work hours have been 7:00 a.m. to 5:30 p.m. Monday through Thursday.

2. Garrison’s Involvement with the UGSOA Prior to Being Named Business Agent

In 2005, Garrison was first contacted by UGSOA Local 401 President Bonnie

Pitts and asked for his advice on how to run the local, including how to handle grievances, properly file paperwork, and get membership up. Pitts knew to approach Garrison for assistance because he was well known as a labor activist at Fort Rucker and as the President of AFGE Local 1815. When Pitts asked Garrison for advice, he would refer her to the appropriate governing provision in her constitution or the applicable section of the Act. Although he provided Pitts with this limited guidance, Garrison never assisted Pitts with respect to the operation of UGSOA Local 401.

From the period between 2005 and 2007, Garrison provided assistance to Pitts and UGSOA Local 401 with increasing regularity. In one instance, Pitts faxed a letter dated December 26, 2005 regarding an employee named Charlene Barry to Garrison, and Garrison testifies that he discussed the letter with Pitts.⁹ At Pitts' request, Garrison participated in discussions with UGSOA International Representative Ronald Smith. Garrison sent two emails dated September 23, 2005 and January 16, 2006 to Smith. The first requested his contact information, and the second noted that Pitts had informed Garrison that Smith would be calling him that day.¹⁰ Garrison also had approximately four telephone conversations with Smith during 2006-2007, each time to discuss the problems that UGSOA Local 401 was having in representing its members.

Garrison was also involved in an NLRB case in which UGSOA Local 401 was a party. Garrison filed an appeal in CDA, Inc., NLRB Case No. 15-CA-17832, on January 24, 2006 and signed his name as Employee Representative. The heading on the letter is that of UGSOA Local 401.¹¹ Garrison was also served a copy of the Second Order Rescheduling Hearing in that case

⁹ Exhibit P. 4.

¹⁰ Exhibit P. 6 and P. 7.

¹¹ Exhibit P. 2.

on July 12, 2006. Garrison states that the filing of this appeal was connected to his representation of Bonnie Pitts in her personal grievance under the CBA. Garrison avers that he was acting as a representative of Bonnie Pitts and not as a representative of UGSOA Local 401, and that the assistance he provided was in the role of a friend and “fellow local president”.

3. Garrison’s Tenure as Business Agent for UGSOA Local 401

Jule Garrison served as business agent of UGSOA Local 401 in 2007. Although he did not recall the particular date he assumed this position, a September 17, 2007 letter addressed to CDA, Inc. and signed by Trustee for the UGSOA International Ryszard Zurek named him as business agent for UGSOA Local 401 as of August 3, 2007.¹² Prior to his hiring, Garrison had approximately six conversations with Zurek about the possibility of becoming the UGSOA Local 401 business agent and what his responsibilities would be in that office. Garrison and Zurek signed a document entitled “Employment Agreement with Independent Contractor” (hereinafter the contract) on September 17, 2007 which describes Garrison’s role as business agent and included sections titled “Description of Work”, “Payment”, “Relationship of Parties” and “Duration.”¹³

Garrison performed his work as business agent for UGSOA Local 401 after his regular hours as AFGE Local 1815 president and either at his office at Fort Rucker, at his home or at the hall of the International Association of Machinists (IAM), located in Daleville, Alabama. Garrison and Bonnie Pitts used the IAM hall twice for membership meetings. These meetings were intended to be educational for UGSOA Local 401 members, and consisted of informing them of their rights under the CBA and explaining how to utilize the grievance procedure. Garrison says that it was not an official union membership meeting and that he

¹² Exhibit P. 3.

¹³ Exhibit P. 8.

attended in order to assist Bonnie Pitts with questions that members might have. On one occasion, Garrison was needed to attend to Local 401 business, particularly the termination of UGSOA Local 401 member Mr. Nelson. To work on Nelson's termination, Garrison worked during his regular working hours as AFGE Local 1815 President and he took annual leave from his position. Garrison used his own personal computer for his work with UGSOA Local 401. He received faxes addressed to him as UGSOA representative at the AFGE Local 1815 fax number and mail to his own personal PO Box. Garrison is not aware of any AFGE Local 1815 representatives other than himself who provided services to UGSOA Local 401.

Garrison worked for UGSOA Local 401 as business agent for one month, and received one payment of \$300 for those services. In addition to the contract as business agent, Garrison testified that he was also made assistant trustee, although this was not listed in the contract outlining his employment. Around the time of Garrison's hiring as business agent in September of 2007, UGSOA Local 401 was put into trusteeship by the UGSOA International. Garrison assisted the International with the operation of the trusteeship.

Garrison and Zurek also had an oral agreement that he was to keep Zurek abreast of everything he did in his position at UGSOA Local 401, which he did. Although the contract defined his duties more broadly, Garrison actually only acted as a representative for two grievances, the grievance relating to Mr. Nelson and another filed by Ms. Pitts.

The only advice Garrison received as AFGE Local 1815 President from his National Representative about his role as business agent for UGSOA Local 401 was to "keep the two locals separate", and he never received any direction from anyone in the AFGE on how to run UGSOA Local 401.

Garrison also signed a letter dated November 15, 2007, addressed to CDA, Inc. and Chief Ronald Head, the subject of which was “Change in Conditions of Employment”.¹⁴ The letter invoked the rights of UGSOA Local 401 as “exclusive bargaining representative” and anticipated upcoming negotiations between UGSOA Local 401 and CDA, Inc. Although his letterhead referred to him as business agent for UGSOA Local 401, Garrison signed the letter as President of AFGE Local 1815 by mistake. According to Garrison, he never engaged in any negotiations or collective bargaining on behalf of UGSOA Local 401.

The UGSOA Local 401 President James Carney sent a notice to Garrison dated December 3, 2007, terminating the Independent Contractor Agreement dated September 21, 2007, and directing him to cease and desist all work on behalf of UGSOA Local 401.¹⁵ At this time, Garrison was already aware that he was being terminated from this position based on a telephone call he had received from someone at the UGSOA International.

James Carney, UGSOA Local 401 President from late 2007 to March 2010, was aware that Jule Garrison had been hired by UGSOA International Trustee Ryszard Zurek. Carney testified that Zurek handled all of the finances and the administrative operation of UGSOA Local 401 because it was in trusteeship. Carney wrote and signed the letter terminating UGSOA Local 401’s employment relationship with Garrison.¹⁶

C. Analysis

In order to preserve the right of guards to choose their own bargaining representative, there must be definitive evidence to establish that a guard union is uncertifiable as a representative. *U.S. Corrections Corp.* 325 NLRB 375, 376 (1998) citing *Children's Hospital of*

¹⁴ Exhibit P. 11.

¹⁵ Exhibit P. 14.

¹⁶ Exhibit P. 14.

Michigan, 317 NLRB 580, 581 (1995), enf'd. sub nom. *Henry Ford Health System v. NLRB*, 105 F.3d 1139 (6th Cir. 1997).

The Petition and Intervenor have stipulated that they are both labor organizations that represent only guards under the definition provided by Section 9(b)(3) of the Act. Therefore, the only issue is whether or not the Intervenor had an affiliation with the non-guard AFGE Local 1815 such as to make the Intervenor uncertifiable as a representative. Section 9(b)(3) of the National Labor Relations Act provides that:

No labor organization shall be certified as the representative of employees in a bargaining unit of guards if such organization ... is affiliated directly or indirectly with an organization which admits to membership employees other than guards.

The Board has found that Congress, in enacting Section 9(b)(3), intended that guard unions be kept “completely divorced” from non-guard unions. *Mack Mfg. Corp.*, 107 NLRB 209, 212 (1953).

A guard union is uncertifiable if the union’s indirect affiliation with a non-guard union demonstrates “a lack of freedom and independence in formulating its own policies and deciding its own course of action.” *Wackenhut Corp.*, 223 NLRB 1131 (1976). However, “mutual sympathy, common purpose, and assistance between such unions” is not, standing alone, sufficient to show an indirect affiliation. *Wackenhut Corp. v. NLRB*, 178 F.3d 543, 554 citing *International Harvester Co.*, 145 NLRB 1747, 1749 (1964).

The Board found an indirect affiliation where two business agents of a non-guard Union represented non-guard employees in their free time. See *Armored Transport Inc.*, 269 NLRB 683 (1984). However, the situation in the instant case is distinguishable from *Armored Transport* because of the duration and timing of the business agent relationship. In *Armored Transport*, the

two business agents for the non-guard union were involved in the organizing of the guard union, held those positions at hearing, and declared that they would continue to represent the guards after the election. In the instant case, there is no evidence that Garrison was involved in the petition, that he currently acts as a representative, or that he will be reinstated at some time in the future.

Even in cases such as *Armored Transport* where an indirect affiliation was found, there was no 9(b)(3) impact if the affiliation ended prior to the hearing. As noted in the Intervenor's brief, the Board has refused to find an indirect affiliation where the record showed that what may have once been an indirect affiliation had, at the time of the hearing, been terminated. *International Harvester Co.*, 145 NLRB 1747, 1749 (1964). Even if Garrison's tenure as business agent is judged to amount to an indirect affiliation, the record contains no evidence that Garrison was affiliated in any way with UGSOA Local 401 after his termination on December 3, 2007.

The Board has also found an indirect affiliation and refused certification to a guard union where the Secretary-Treasurer of the guard union was an elected trustee of a non-guard union. See *Brinks, Inc.*, 274 N.L.R.B. 970 (1985). *Brinks* was cited by both the Intervenor and Petitioner at hearing, and as the Petitioner pointed out, one of the main officers from the guard union was also an officer of the non-guard union. However, in *Brinks*, the Board's finding of an indirect affiliation turned on the evidence that along with the joint officers, the guard union lacked the "freedom and independence" required by *Wackenhut* to be a certifiable guard union. *Id.* at 971 citing *Wackenhut, Corp.*, 223 NLRB 1131 (1976).

Reviewing courts have noted that the "potential for divided loyalties" in situations where guard and non-guard unions share officers should be evaluated in a Section 9(b)(3) analysis.

NLRB v. Brinks, Inc. of Florida, 843 F.2d 448, 454 (11th Cir. 1988)(denying enforcement of a Board order finding that the Board had not properly considered the divided loyalty issue). As noted by the Petitioner, the guard and non-guard unions in *NLRB v. Brinks* shared officers, but the 11th Circuit limited its decision to the issue of whether the Board should have considered the potential for divided loyalties in its 9(b)(3) cases and not whether the status of those officers without that potential should have been enough to find affiliation.

Pursuant to *Wackenhut, Corp.*, 223 NLRB 1131 (1976) and the other cases cited herein, the Petitioner has failed to satisfy its burden to show that the Intervenor would be an improper representative of the guard unit under the Act. The documents and testimony in the record fail to establish that UGSOA Local 401 displayed the requisite lack of “freedom and independence” under *Wackenhut* such that an indirect affiliation was created between the two unions. Although the Board found an indirect affiliation in *Wackenhut* as mentioned by the Petitioner, the facts in that case showed much more extensive connections between the guard and non-guard unions as to invalidate the guard union’s 9(b)(3) status, including the fact that two officers continued to hold positions in both unions, the guard union used office space and secretarial services provided by the non-guard union for the duration of its existence, and the only contract between the guard union and company stated its affiliation with the non-guard union. *Id.*

The Petitioner’s case is based on Jule Garrison’s involvement with UGSOA Local 401- primarily his paid service as business agent for Local 401 from September to December 2007, while he was employed as president of AFGE Local 1815. Garrison’s testimony and the documentary evidence show that he functioned in a primarily advisory role as UGSOA Local 401 was being put into trusteeship by the UGSOA International. The Petitioner provided scant evidence that Garrison had any actual control over the policies and governance of UGSOA Local

401. In fact, Garrison's uncontroverted testimony is that he was employed at the behest of Trustee Ryszard Zurek and that he did not have authority to make policy decisions on behalf of UGSOA Local 401 without Zurek's approval.

Further, counsel for the Petitioner admitted at hearing that the Petitioner is not contending, and that it has no evidence to support, that Garrison continued a relationship with UGSOA Local 401 after the date of his letter of termination in December 2007. In accordance with *International Harvester*, even if an indirect affiliation was found to have arisen from Garrison's role through 2007, the affiliation should be measured at the time of the hearing and, inasmuch as such affiliation ended years prior to the hearing, the negative impact of the indirect affiliation has been purged.

IV. Conclusion

The Petitioner has failed to show by definitive evidence that the Intervenor is an improper representative of the guards at Fort Rucker in violation of Section 9(b)(3) of the Act. Accordingly, I find that the Intervenor, UGSOA Local 401, should properly be allowed to appear on the ballot in this election.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit stipulated to above. The employees will vote whether or not they wish to be represented for purposes of collective bargaining by the International Union, Security, Police, and Fire Professionals of America (SPFPA), the United Government Security Officers of America (UGSOA) Local 401, or neither. The date, time, and place of the election will be specified in the notice of election that the Board's Regional Office will issue subsequent to this Decision.

Eligibility to Vote

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are, (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

List of Eligible Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list containing the *full* names

and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). Upon receipt of the list, I will make it available to all parties to the election.

To be timely filed, the list must be received in the Regional Office, National Labor Relations Board, Region 15, F, Edward Hebert Federal Building, 600 S. Maestri Place, Seventh Floor, New Orleans, Louisiana 70130-3408 on or before **August 17, 2010**. No extension of time to file the list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted to the Regional Office by electronic filing through the Agency's website, www.nlr.gov,¹⁷ by mail, or by facsimile transmission at (504) 589-4069. The burden of establishing the timely filing and receipt of the list will continue to be placed on the sending party.

Since the list will be made available to all parties to the election, please furnish a total of two (2) copies of the list, unless the list is submitted by facsimile or electronically, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

Notice of Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices of Election provided by the Board in areas conspicuous to potential voters for a minimum of three (3) working days prior to the date of the election. Failure to follow the

¹⁷ To file the eligibility list electronically, go to www.nlr.gov and select the E-GOV tab. Then click on the E-Filing link on the menu, and follow the detailed instructions.

posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least five (5) working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on non-posting of the election notice.

RIGHT TO REQUEST REVIEW

Pursuant to the provisions of Section 102.67 of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, you may obtain review of this action by filing a request for review with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request for review must contain a complete statement setting forth the facts and reasons on which it is based.

Procedures for Filing a Request for Review

Pursuant to the Board's Rules and Regulations, Sections 102.111 – 102.114, concerning the Service and Filing of Papers, the request for review must be received by the Executive Secretary of the Board in Washington, D.C., by close of business on **August 24, 2010. at 5 p.m. Eastern Time**, unless filed electronically. **Consistent with the Agency's E-Government initiative, parties are encouraged to file a request for review electronically.** If the request for review is filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on the due date. Please be advised that Section 102.114 of the Board's Rules and

Regulations precludes acceptance of a request for review by facsimile transmission. Upon good cause shown, the Board may grant special permission for a longer period within which to file.¹⁸

A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlr.gov. Once the website is accessed, select the E-Gov tab, click on E-Filing, and follow the detailed directions. The responsibility for the receipt of the request for review rests exclusively with the sender.

A failure to timely file an appeal electronically will not be excused on the basis of a claim that the receiving machine was off-line or unavailable, the sending machine malfunctioned, or for any other electronic-related reason, absent a determination of technical failure of this site, with notice of such posted on the website.

SIGNED at New Orleans, Louisiana on this 10th day of August, 2010.

/s/ M. Kathleen McKinney

M. Kathleen McKinney
Regional Director
National Labor Relations Board
Region 15
F. Edward Hebert Federal Building
600 South Maestri Place, 7th Floor
New Orleans, LA 70130-3408

¹⁸ A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.